

## **PART I - THE SCHEDULE**

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PART I - THE SCHEDULE

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SECTION B - SUPPLIES OR SERVICES AND PRICE

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**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

None included by reference.

(End of Clause)

**B.2 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE**

The guaranteed minimum quantity of work which shall be required under this contract, and initiated effort through the issuance of delivery orders, is \$25,000.00. The Government is not obligated to issue any further delivery orders once this minimum has been reached. The number of delivery orders that may be issued during the duration of this contract is not limited. The total maximum value of this contract, which has a three year period of performance, is \$2,100,000.00.

(End of Clause)

**B.3 RATES TABLE FOR DEVELOPING DELIVERY ORDERS**

The following rates will remain fixed for the duration of this contract to develop the firm fixed price delivery orders issued hereunder. The rates below shall comprise the fixed price value of a particular delivery order issued under this contract.

|                             |                 |
|-----------------------------|-----------------|
| Cradle-to-grave Training    | Offeror Fill-in |
| Refresher Training Session  | Offeror Fill-in |
| Just-in-time Training       | Offeror Fill-in |
| Individual Challenge Year 1 | Offeror Fill-in |
| Individual Challenge Year 2 | Offeror Fill-in |
| Individual Challenge Year 3 | Offeror Fill-in |
| Individual Challenge Year 4 | Offeror Fill-in |
| Individual Challenge Year 5 | Offeror Fill-in |

|                              |                 |
|------------------------------|-----------------|
| Success Incentive Percentage | Offeror Fill-in |
| Mid-year Briefing            | Offeror Fill-in |
| Annual Report                | Offeror Fill-in |
| Base Period Summary Report   | Offeror Fill-in |
| Option 1 Summary Report      | Offeror Fill-in |

#### **B.4 CONTRACT FUNDING**

Delivery orders will be funded individually and issued by the contracting officer.

(End of Clause)

[END OF SECTION]

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### OPEN INNOVATION SUPPORT SERVICES EXTERNAL CROWDSOURCING STATEMENT OF WORK

#### PURPOSE

This Statement of Work (SOW) defines requirements for an External Crowdsourcing support service platform.

External Crowdsourcing: NASA requires an External Crowdsourcing support platform which provides the capability to publically post challenges (external to NASA) and enables interaction with an established global solver network. Specifically, NASA is searching for a challenge based methodology and platform to assist with identifying solutions to challenges facing NASA.

#### External Crowdsourcing Support Platform Requirements:

The External Crowdsourcing Support Platform provider shall supply full life-cycle support to NASA for an indefinite delivery and indefinite quantity (IDIQ) of NASA challenge statements for external posting.

The requirements for the External Crowdsourcing Support Platform shall be as follows:

- (1) Support Services: The contractor shall provide support services to NASA throughout the life of the contract. These services shall include:
  - (a) A contractor point of contact for all NASA external challenges who shall be responsible for contract status updates to the NASA Project Coordinator/equivalent and/or individual NASA Center point(s) of contact.
  - (b) The contractor shall provide a tool that supports the External Crowdsourcing and the infrastructure of the internet based platform .
- (2) Organization Planning: The contractor, in collaboration with the NASA Project Coordinator/equivalent and/or individual NASA Center point(s) of contact, will determine:
  - (a) Timeline for and content of training NASA participants consistent with initiation of the platform and challenge posting activities
  - (b) An appropriate award system for solvers/solutions. This award system may be specific to each NASA Center.
- (3) Training: The contractor shall provide a training program for selected NASA participants in all aspects of the External Crowdsourcing Support Platform capabilities.
  - a) The proposed training sessions shall include participants from all 10 NASA Centers and/ or will be located at any/all of the 10 NASA Centers.
  - b) The proposed training program shall include considerations for:
    - I. Complete cradle-to-grave training sessions intended for all levels of user experience
    - II. Refresher training sessions

III. Just-in-time training sessions for new users

- c) The proposed training program shall include training sessions that can be administered remotely via an internet-based platform.
- d) The proposed training program shall include provisions for modular training units that can be administered by any NASA personnel internal to NASA.

(4) Administration/Posting of External Challenges: The challenges will be chosen and assigned to the contractor's Program Manager by the NASA project Coordinator / equivalent. This requirement will be as follows:

- (a) The contractor shall assist NASA with drafting of the external challenge statements in coordination with the NASA's Project Coordinator/equivalent and Center point(s) of contact.
- (b) The contractor shall then post the challenge and give notice to the NASA Contracting Officer's Technical Representative (COTR), Contracting Officer, and Project Manager of the posting status as "live" on the contractor's internet based platform. The challenge will remain "live" for the posting period agreed upon by NASA and the contractor.
- (c) The contractor shall manage communications and questions that solvers/collaborators may have about the posted NASA challenge(s). Questions will be sent via the contractor to NASA for review, clarification or details requested by the solver/collaborator. A status of questions received by the contractor for each challenge will also be provided to the NASA project coordinator/equivalent. NASA will determine if additional information is warranted for the contractor to provide to the specific solver/collaborator in response to the question(s).
- (d) Upon expiration of the agreed upon posting period, the contractor shall have up to 10 business days, or 2 weeks, following the posting period end date to gather the submissions from the solvers, screen against the success criteria documented in the challenge, and submit the solutions to NASA for review.

(5) Successful Solutions: At the end of the evaluation period:

- (a) The contractor, shall provide communication of acceptance or rejection to each solver that made a submission. The contractor shall coordinate the specific content of the communications to the solvers with NASA.
- (b) For successful solutions, the contractor shall initiate its standard notification process with the solver and begin standard verification of the solvers identity and ownership of the solution, obtaining copies of any applicable employer waivers necessary to transfer ownership or grant licensing of the solution submitted to and selected by NASA.
- (c) For challenges with awards, the contractor shall notify the appropriate NASA COTR of the award amount for the specific challenge for each full, multiple or partial award that NASA wishes to make to winning solver(s).
- (d) The contractor shall present, to the appropriate NASA COTR for the challenge, a completed solver verification package, which includes the transfer of Intellectual Property (IP) rights, details of licensing agreements, and any additional documentation for the selected solution(s) and solver.

- (e) The contractor shall be responsible for transferring the appropriate award amount to the winning solver(s).
- (6) Evaluations:
  - (a) The contractor shall prepare a mid-year review briefing and an annual evaluation report that shall be issued to the NASA Project Coordinator and/or supporting Center point(s) of contact, per DRD 1 and 3.
  - (b) The mid-year review briefing and annual evaluation report shall provide case study information and results from each challenge and interviews from challenge owners and solvers as applicable, per DRD 1 and 3.
  - (c) The annual evaluation report shall be submitted per DRD 1.
  - (d) The contractor shall prepare a final report per DRD 2.
- (7) IT Requirements:
  - (a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure equivalent to that required for a FIPS 199 low determination and SP 800-53 per DRD 5.
  - (b) Per DRD 5, the contractor shall document their service/product's conformance with the Section 508 technical standards using the Voluntary Product Accessibility Template (VPAT) (Specifically, Section 1194.22 Web-based Internet Information and Applications available at this web site:  
<http://www.itic.org/resources/voluntary-product-accessibility-template-vpat/>

[END OF SECTION]

## **SECTION D - PACKAGING AND MARKING**

### **D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

**1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEP 2005)**

#### **II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

None included by reference.

(End of Clause)

[END OF SECTION]



## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

##### **52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)**

#### **II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

None included by reference.

(End of Clause)

[END OF SECTION]

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

**52.242-15 STOP-WORK ORDER. (AUG 1989)**

**52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)**

**52.247-34 F.O.B. DESTINATION. (NOV 1991)**

#### **II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

None included by reference.

(End of Clause)

### **F.2 COMPLETION OF WORK**

All work required under this contract, including submission of all reports, shall be on or before July 14, 2014

(End of Clause)

### **F.3 OPTION TO EXTEND WORK**

The Government may require the Contractor to continue to perform services under this contract. The Contracting Officer may exercise each of the options listed below by issuance of a unilateral contract modification 30 days or more before the end of the period set forth in clause F.2 "Completion of Work." Should the option be exercised, the resultant contract will include all terms and conditions of the contract as it exists immediately prior to the exercise of the option(s), except for the following changes:

#### **A. OPTION 1 – Additional 2 years of Performance:**

1. Clause B.2 entitled "MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE" shall be changed by increasing the NTE value by \$1,400,000 and increasing the period of performance by two years.
2. Clause F.2 entitled "Completion of Work" shall be changed to show a completion date of July 14, 2016.

### **F.4 SHIPPING INSTRUCTIONS**

All documentation shall be shipped to the addresses cited in [see address below].

Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to: NASA Johnson Space Center  
Building 421  
2101 NASA Parkway  
Houston, TX 77058-3696

Mark for: Accountable Property Officer  
Contract Number: **TBD**

(End of Clause)

[END OF SECTION]

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None included by reference.

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

##### 1852.227-70 NEW TECHNOLOGY. (MAY 2002)

(End Of Clause)

### G.2 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)

- (a) For purposes of administration of the clause of this contract entitled, "New Technology" or "Patent Rights – Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

| <u>Title</u>                  | <u>Office<br/>Code</u> | <u>Address</u>  |
|-------------------------------|------------------------|---|
| New Technology Representative | AF2                    | Technology Transfer Office<br><br>NASA/Johnson Space Center<br>2101 NASA Parkway<br>Houston, TX 77058 |
| Patent Representative         | AL                     | Patent Counsel<br><br>NASA/Johnson Space Center<br>2101 NASA Parkway<br>Houston, TX 77058             |

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause of "Patent Rights – Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and

authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

**G.3 1852.242-70 Technical Direction. (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270.

"Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

#### **G.4 Submission of Invoices**

Invoices shall be prepared and submitted in quadruplicate unless otherwise specified. Invoices shall contain the following information as applicable: contract number, task order number, item numbers, description of supplies or services according to the schedule, sizes, quantities, unit prices, and extended totals. Invoices shall be submitted to:

NSSC- FMD Accounts Payable  
Bldg. 1111, C. Road  
Stennis Space Center, MS 39529  
Phone: 1-877-677-2123  
Fax: 1-866-209-5415

E-mail: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

**Electronic submission of invoices to the NSSC via e-mail is preferred.**

(End of Clause)

[END OF SECTION]

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

None included by reference.

#### **II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

**1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)**

**1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)**

**1852.225-70 EXPORT LICENSES. (FEB 2000)**

(End of Clause)

#### **H.2 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Clause)

### **H.3 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (APR 2002)**

a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.



(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

[END OF SECTION]

## **SECTION I - CONTRACT CLAUSES**

### **I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

**52.202-1 DEFINITIONS. (JUL 2004)**

**52.203-3 GRATUITIES. (APR 1984)**

**52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

**52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)**

**52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)**

**52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)**

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2010)**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)**

**52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

**52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)**

**52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**

**52.222-3 CONVICT LABOR. (JUN 2003)**

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**

**52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**

**52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2010)**

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)**

**52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEPT 2010)**

**52.222-41 SERVICE CONTRACT ACT OF 1965. (NOV 2007)**

**52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)**

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)**

**52.223-5 POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION**

**52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**

**52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

**52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING. (SEP 2010)**

**52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009)**

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**

**52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**

**52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR. (DEC 2007)**

**52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUNE 1987)**

**52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)**

**52.232-1 PAYMENTS. (APR 1984)**

**52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**

**52.232-17 INTEREST. (OCT 2010)**

**52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

**52.232-25 PROMPT PAYMENT. (OCT 2008)**

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)**

**52.233-1 DISPUTES. (JUL 2002)**

**52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

**52.239-1 PRIVACY OR SECURITY OF SERVICES. (AUG 1996)**

**52.242-13 BANKRUPTCY. (JUL 1995)**

**52.243-1 CHANGES - FIXED PRICE - ALTERNATE I (APR 1984)**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (OCT 2010)**

**52.248-1 VALUE ENGINEERING. (OCT 2010)**

**52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)**

**52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)**

**52.251-1 GOVERNMENT SUPPLY SOURCES. (AUG 2010)**

**52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

**1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)**

**1852.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM).**

**1852.227-70 NEW TECHNOLOGY. (MAY 2002)**

**1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS. (APRIL 1984)**

**1852.227-84 PATENT RIGHTS CLAUSES. (DEC 1989)**

**1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING. (DEC 1987)**

**1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUNE 2005)**

(End of Clause)

**I.2 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such

orders may be issued through the end date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### **I.3 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$2,100,000;

(2) Any order for a combination of items in excess \$2,100,000; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **I.4 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months from the end of the contract.

(End of Clause)

#### **I.5 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards website at [www.dol.gov/olms/regs/compliance/EO13496.htm](http://www.dol.gov/olms/regs/compliance/EO13496.htm); or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart [9.4](#). Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**I.6 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007) (ALT II) (ALT III) AS MODIFIED BY NFS 1852.227-14**

(a) *Definitions.* As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include

information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;



(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(4)(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the

markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
- (iv) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ (and subcontract, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of [17 U.S.C. 401](#), it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

**I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of Clause)

**I.8 1852.215-84 OMBUDSMAN. (OCT 2003) -- ALTERNATE I (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, which is posted at [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Acting NASA ombudsman, Diane Thompson, Mail Code LP010, at 202-358-0514, facsimile 202-358-3083, e-mail [diane.thompson@nasa.gov](mailto:diane.thompson@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of Clause)

**I.9 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education

as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### **I.10 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the

Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed



in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

[END OF SECTION]

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

ATTACHMENT J-1

DATA REQUIREMENTS LISTING (DRL)  
AND DATA REQUIREMENTS DESCRIPTIONS (DRDS)

|                              |   |   |  |                                 |  |  |
|------------------------------|---|---|--|---------------------------------|--|--|
| 1. Line item no.<br><b>1</b> | 2. DRD Title<br><b>Annual Reports</b>   | 3. Data type: <input type="checkbox"/> (1) Written approval<br><input type="checkbox"/> (2) Mandatory Submittal<br><input checked="" type="checkbox"/> (3) Submitted upon request | 4. Frequency<br>AR   | 5. As-of-date<br><b>See DRD</b> | 6. 1 <sup>st</sup> subm. date<br>See DRD | 7. Copies<br>a. Type b. Number<br><b>Other</b> |
|                              | 8. Distribution ( <i>Continue on a blank sheet if needed</i> )<br>BH/Contracting Officer (1 electronic & 1 hardcopy)<br>BH/Contract Specialist<br>SA/COTR |   | 9. Remarks<br>* One Electronic Copy, compatible with the standard JSC software load, for each person on distribution |                                 |  |  |
| 1. Line item no.<br><b>2</b> | 2. DRD Title<br><b>Base Period Summary Report</b>   | 3. Data type: <input type="checkbox"/> (1) Written approval<br><input type="checkbox"/> (2) Mandatory Submittal<br><input checked="" type="checkbox"/> (3) Submitted upon request | 4. Frequency<br>AR   | 5. As-of-date<br><b>See DRD</b> | 6. 1 <sup>st</sup> subm. date<br>See DRD | 7. Copies<br>a. Type b. Number<br><b>Other</b> |
|                              | 8. Distribution ( <i>Continue on a blank sheet if needed</i> )<br>BH/Contracting Officer (1 electronic & 1 hardcopy)<br>BH/Contract Specialist<br>SA/COTR |   | 9. Remarks<br>* One Electronic Copy, compatible with the standard JSC software load, for each person on distribution |                                 |  |  |
| 1. Line item no.<br><b>3</b> | 2. DRD Title<br><b>Option 1 Summary Report</b>  | 3. Data type: <input type="checkbox"/> (1) Written approval<br><input type="checkbox"/> (2) Mandatory Submittal<br><input checked="" type="checkbox"/> (3) Submitted upon request | 4. Frequency<br>AR   | 5. As-of-date<br><b>See DRD</b> | 6. 1 <sup>st</sup> subm. date<br>See DRD | 7. Copies<br>a. Type b. Number<br><b>Other</b> |
|                              | 8. Distribution ( <i>Continue on a blank sheet if needed</i> )<br>BH/Contracting Officer (1 electronic & 1 hardcopy)<br>BH/Contract Specialist<br>SA/COTR |   | 9. Remarks<br>* One Electronic Copy, compatible with the standard JSC software load, for each person on distribution |                                 |  |  |
| 1. Line item no.<br><b>4</b> | 2. DRD Title<br><b>Mid-Year Briefing</b>  | 3. Data type: <input type="checkbox"/> (1) Written approval<br><input type="checkbox"/> (2) Mandatory Submittal<br><input checked="" type="checkbox"/> (3) Submitted upon request | 4. Frequency<br>AR   | 5. As-of-date<br><b>See DRD</b> | 6. 1 <sup>st</sup> subm. date<br>See DRD | 7. Copies<br>a. Type b. Number<br><b>Other</b> |
|                              | 8. Distribution ( <i>Continue on a blank sheet if needed</i> )<br>BH/Contracting Officer (1 electronic & 1 hardcopy)<br>BH/Contract Specialist<br>SA/COTR |   | 9. Remarks<br>* One Electronic Copy, compatible with the standard JSC software load, for each person on distribution |                                 |  |  |

|                       |   |   |  |                          |  |  |
|-----------------------|---|---|--|--------------------------|--|--|
| 1. Line item no.<br>5 | 2. DRD Title<br>SP 800-53 and 508 Technical Standards   | 3. Data type: <input type="checkbox"/> (1) Written approval<br><input checked="" type="checkbox"/> (2) Mandatory Submittal<br><input type="checkbox"/> (3) Submitted upon request | 4. Frequency<br>AN   | 5. As-of-date<br>See DRD | 6. 1 <sup>st</sup> subm. date<br>See DRD | 7. Copies<br>a. Type    b. Number<br>Other |
|                       | 8. Distribution ( <i>Continue on a blank sheet if needed</i> )<br>BH/Contracting Officer (1 electronic & 1 hardcopy)<br>BH/Contract Specialist<br>SA/COTR |   | 9. Remarks<br>* One Electronic Copy, compatible with the standard JSC software load, for each person on distribution |                          |  |  |

|   |                            |   |   |
|---|----------------------------|---|---|
| 1. DRD Title  | 2. Current Version<br>Date | 3. DRL Line<br>Item No.   | RFP/Contract No. (Procurement<br>completes) |
| Annual Report   |                            | 1   | NNJ11330693RA                               |
| 4. Use (Define need for, intended use of, and/or anticipated results of data)<br>To provide an annual report to provide case study information and results from each challenge and interviews of challenge owners and solvers |                            |   |   |
| 5. DRD Category: <i>(check one)</i> <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA  |                            |   |   |
| 6. References <i>(Optional)</i>   |                            | 7. Interrelationships <i>(e.g., with other DRDs) (Optional)</i> |   |
| 8. Preparation Information (Include complete instructions for document preparation)   |                            |   |   |

The issuance and requested date for the annual reports shall be through the issuance of delivery orders.

The Plan shall include the following:

- Executive Summary
- Introduction and Overview
- Challenge Summaries
  - Challenge owner interviews
- Outcomes
  - Solver Location
  - Solver Participation
- Lessons Learned
- Conclusions/recommendations

|  |                            |  |   |
|--|----------------------------|--|---|
| 1. DRD Title   | 2. Current Version<br>Date | 3. DRL Line<br>Item No.                                  | RFP/Contract No. (Procurement<br>completes) |
| Base Period Summary Report   |                            | 2  | NNJ11330693RA                               |
| 4. Use (Define need for, intended use of, and/or anticipated results of data)<br>To provide a Base period summary report to document a cumulative summary defined below. |                            |  |   |
| 5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA                        |                            |  |   |
| 6. References (Optional)   |                            | 7. Interrelationships (e.g., with other DRDs) (Optional) |   |
| 8. Preparation Information (Include complete instructions for document preparation)  |                            |  |   |

The issuance and requested date for the Base Period Summary report shall be through the issuance of a delivery order.

The Plan shall include the following:

- Executive Summary
- Introduction and Overview
- Challenge Summaries
  - Challenge owner interviews
- Outcomes
  - Solver Location
  - Solver Participation
  - Solver Expertise
  - Demographics mapped to solver geographic location
- Lessons Learned
  - Impacts to culture change
- Final Review
- Statistical Analysis of all challenge participation
  - Assessment of workforce dexterity (assessment of solutions at the margins of disciplines)
- Conclusions/recommendations

|  |                            |  |   |
|--|----------------------------|--|---|
| 1. DRD Title   | 2. Current Version<br>Date | 3. DRL Line<br>Item No.                                  | RFP/Contract No. (Procurement<br>completes) |
| Option 1 Summary Report  |                            | 3  | NNJ11330693RA                               |
| 4. Use (Define need for, intended use of, and/or anticipated results of data)<br>To provide a cumulative summary through the option period as defined below. |                            |  |   |
| 5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA            |                            |  |   |
| 6. References (Optional)   |                            | 7. Interrelationships (e.g., with other DRDs) (Optional) |   |
| 8. Preparation Information (Include complete instructions for document preparation)  |                            |  |   |

The issuance and requested date for the Option 1 Summary report shall be through the issuance of a delivery order.

The Plan shall include the following:

- Executive Summary
- Introduction and Overview
- Challenge Summaries
  - Challenge owner interviews
- Outcomes
  - Solver Location
  - Solver Participation
  - Solver Expertise
  - Demographics mapped to solver geographic location
- Lessons Learned
  - Impacts to culture change
- Final Review
- Statistical Analysis of all challenge participation
  - Assessment of solutions at the margins of disciplines
- Conclusions/recommendations

|  |                            |  |   |
|--|----------------------------|--|---|
| 1. DRD Title   | 2. Current Version<br>Date | 3. DRL Line<br>Item No.  | RFP/Contract No. (Procurement<br>completes) |
| Mid-year Briefing  |                            | 4  | NNJ11330693RA                               |
| 4. Use (Define need for, intended use of, and/or anticipated results of data)<br>To provide a mid-year briefing to provide case study information and results from each challenge and interviews of challenge owners and solvers |                            |  |   |
| 5. DRD Category: ( <i>check one</i> ) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA   |                            |  |   |
| 6. References ( <i>Optional</i> )  |                            | 7. Interrelationships ( <i>e.g., with other DRDs</i> ) ( <i>Optional</i> ) |   |
| 8. Preparation Information (Include complete instructions for document preparation)  |                            |  |   |

The issuance and requested date for the mid-year briefing shall be through the issuance of delivery orders.

The briefing shall include the following:

- Executive Summary
- Challenge Summaries
  - Lessons Learned
- Forward Work/Recommendations



|   |                         |  |  |
|---|-------------------------|--|--|
| 1. DRD Title  | 2. Current Version Date | 3. DRL Line Item No.                                     | RFP/Contract No. (Procurement completes) |
| SP 800-53 and 508 Technical Standards   |                         | 5  | NNJ11HA48C                               |
| 4. Use (Define need for, intended use of, and/or anticipated results of data)<br>An review of the SP 800-53 requirements shall be conducted and validation of such provided to the Government in writing. |                         |  |  |
| 5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA   |                         |  |  |
| 6. References (Optional)  |                         | 7. Interrelationships (e.g., with other DRDs) (Optional) |  |
| 8. Preparation Information (Include complete instructions for document preparation)   |                         |  |  |

**Required with Proposal:**

The Contractor shall provide a description of their IT security architecture, information management policies, or other established security criteria.

**Required within 30 days of award:**

The contractor shall document their service/product's conformance with the Section 508 technical standards using the Voluntary Product Accessibility Template (VPAT) (Specifically, Section 1194.22 Web-based Internet Information and Applications available at this web site: <http://www.itic.org/resources/voluntary-product-accessibility-template-vpat/>

**Required on an Annual Basis:**

The Contractor shall provide a description of changes that have occurred to their IT security architecture, information management policies, or other established security criteria on an annual basis.

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

None included by reference

### **K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (OCT 2010)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
  - (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

\_\_\_ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

\_\_\_ (iii) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

\_\_\_ (ix) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_(B) Alternate I.

\_\_\_ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE  | CHANGE |
|--------------|-------|-------|--------|
| _____        | _____ | _____ | _____  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

### **K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (APR 2010)**

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of Provision)

[END OF SECTION]



## **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 PROVISIONS INCORPORATED BY REFERENCE**

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE. (APR 1991)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

(End of Provisions)

### **L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price (FFP) Indefinite – Delivery Indefinite-Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

### **L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

NASA Johnson Space Center  
Attn: P. Lamar Mueller\BH4  
2101 NASA Parkway  
Houston, TX 77058

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

### **L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these

address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of Provision)

**L.5 1852.233-70 PROTESTS TO NASA (OCT 2002)**

Potential bidders or Offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of Provision)

**L.6 JSC 52.215-109 PROPOSAL MARKING AND DELIVERY (JUN 2007)**

**(a) Methods of Proposal Delivery**

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service

Commercial Delivery Service

Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form 26, 33, 1442 etc. of the solicitation.

**(b) External Marking of Proposal Package(s)**

All proposal packages must be closed, sealed, and marked in large letters **"PROPOSAL – DELIVER UNOPENED"**. Proposals packages must include the solicitation number, the contracting officer's name, mail code/stop, and the Offeror's name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:

**"NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."**

**(c) Delivery Address**

Proposals must be delivered to the address/location specified on the Standard form 26, 33, 1442, etc. of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to:

NASA Johnson Space Center  
P. Lamar Mueller/BH4  
2101 NASA Parkway  
Houston, TX 77050-3696  
Central Receiving, Bldg 421

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. Offerors are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U.S. Government. After 1:30 p.m., local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one day in advance of the proposal submission.

(End of Provision)

#### **L.7 COMMUNICATIONS REGARDING THIS SOLICITATION**

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: P. Lamar, Contracting Officer  
Phone: (281)483-9782  
Fax: (281) 244-5331  
e-mail: perry.l.mueller@nasa.gov

Address: Lyndon B. Johnson Space Center  
BH4/P. Lamar Mueller  
2101 NASA Parkway  
Houston, TX 77058-3696

**QUESTIONS REGARDING THIS SOLICITATION MUST BE PRESENTED IN WRITING** and shall be submitted electronically to the above e-mail address by **May 25, 2011** in order that answers may be obtained and disseminated in a timely manner, since it is not expected that a proposal submission date can be extended. Oral questions are not desirable due to the possibility of misunderstanding or misinterpretation. Questions shall not be directed to the technical activity personnel.

(End of Provision)

## **L.8 OFFEROR ACCEPTANCE PERIOD**

Proposals submitted in response to this solicitation shall remain firm for at least 240 days after the date specified for receipt by the Government and shall contain a statement to this effect.

(End of Provision)

## **L.9 PERIOD COVERED BY PROCUREMENT**

This solicitation covers a period of 3 years with one 2-year option. For contracting purposes,

| <u>Anticipated Dates</u> | <u>Duration</u> | <u>Contractual Coverage</u> |
|--------------------------|-----------------|-----------------------------|
| 07/15/11 – 07/14/14      | 3 Years         | Base Period                 |
| 07/15/14 – 07/14/16      | 2 Years         | Option Period 1             |

The option periods identified above will be exercised only if the requirements of FAR 17.207(c) have first been met. The Government is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

(End of Provision)

## **L.10 INSTRUCTIONS FOR PROPOSAL PREPARATION**

This section provides detailed instructions to Offerors to be used in the preparation of proposals. It is organized as follows:

| Paragraph | Paragraph Title   |
|-----------|---|
| L.10.1    | Introduction  |
| L.10.2    | Proposal Arrangement, Page Limitations, Copies, and Due Dates |
| L.10.3    | Evaluation Factor Proposal Instructions                       |
| L.10.4    | Model Contract  |
| L.10.5    | Price   |

### **L.10.1 INTRODUCTION**

In providing these instructions, the Government's intention is to solicit information that will permit a competitive evaluation of the Offeror's proposal. The information solicited will demonstrate the Offeror's competence and capability to successfully complete the requirements specified in the Open Innovation Support Services: External Crowdsourcing Statement of Work (SOW). Generally, the proposal shall:

- (a) Demonstrate understanding of the overall and specific requirements of the proposed contract;
- (b) Convey the company's capabilities for transforming understanding into accomplishment;
- (c) Provide in detail, the plans and methods for so doing; and
- (d) Provide, as requested below, the price associated with doing so.

The proposal shall be detailed and complete enough to clearly and fully demonstrate that the Offeror understands the requirements and the inherent risks associated with the objectives of this procurement. It is inadequate to simply state that the Offeror understands and will comply with the requirements, or to paraphrase the requirements, such as: "standard procedures will be employed to..." and "well-known techniques will be used for..." The Technical Acceptability proposal shall comprehensively explain how you propose to comply with the applicable specifications, as well as the techniques and procedures you propose to implement.

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors provided in Section M. The items listed are not, however, all-inclusive and you should include in your proposals any further discussion you believe to be necessary or useful in demonstrating your ability to perform all the work under this contract. However, elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired, unless specifically requested in a scenario response.

For a more complete understanding of this part of Section L, refer to Section M. The instructions in this part of Section L are directly related to the evaluation factors set forth in Section M.

#### **L.10.2 PROPOSAL ARRANGEMENT, PAGE LIMITATIONS, COPIES, AND DUE DATES**

Offerors shall submit their proposals within the page limitations and arranged as set forth in Table L-1, Overview of Proposal Volumes, Page Limitations, Proposal Copies, and Due Dates.

**Table L-1: Overview of Proposal Volumes, Page Limitations, Proposal Copies, and Due Dates**

| <b>Date and Time Due</b>      | <b>Delivery Location</b> | <b>Volume No.</b> | <b>Title</b>   | <b>Page Limits</b> | <b>Electronic Format</b> | <b>Copies</b>                |
|-------------------------------|--------------------------|-------------------|--|--------------------|--------------------------|------------------------------|
| 6/10/2011<br>1:00 p.m.<br>CDT | <b>JSC<br/>(See L.6)</b> | <b>I</b>          | <b>Technical Acceptability</b>   | <b>20 Pages</b>    |                          | <b>4 Hard copy, 1 CD-ROM</b> |
|                               |                          |                   | Technical Approach   |                    | MS Word                  |                              |
| 6/10/2011<br>1:00 p.m.<br>CDT | <b>JSC<br/>(See L.6)</b> | <b>II</b>         | <b>Past Performance</b>  | <b>20 Pages</b>    |                          | <b>4 Hard copy, 1 CD-ROM</b> |
|                               |                          |                   | Past Performance Information   |                    | MS Word                  |                              |
| 6/10/2011<br>1:00 p.m.<br>CDT | <b>JSC<br/>(See L.6)</b> | <b>III</b>        | <b>Price Proposal</b>  | <b>1 Page</b>      |                          | <b>4 Hard copy, 1 CD-ROM</b> |
|                               |                          |                   | Attachment L-3   |                    | MS Excel                 |                              |
| 6/10/2011<br>1:00 p.m.<br>CDT | <b>JSC<br/>(See L.6)</b> | <b>IV</b>         | <b>Model Contract</b>  | <b>Not Limited</b> |                          | <b>4 Originals, 1 CD-ROM</b> |
|                               |                          |                   | Sections A-J, with all fill-ins completed and signed SF 33, and Section K, Representations and Certifications, with all fill-ins completed |                    | MS Word                  |                              |

Offerors interested in submitting proposals shall consider the entire RFP and shall propose to all requirements as described in the RFP.

The proposal text shall be printed on non-glossy white 8 ½ x 11-inch paper with at least one-inch margins on all sides. The metric standard format most closely approximating the described standard 8 ½ x 11-inch size may also be used. Except for Volume IV Price Proposal, all volumes shall be prepared and submitted using a non-compressed Arial font with single-spaced 12 point text printed on both sides of the sheet. Each side of the sheet, tab, or divider containing proposal material will be counted as a page. All pages shall be numbered sequentially within each volume. Offerors shall clearly mark and identify each of the pages subject to the page limitations.

Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, page tabs, and section dividers that do not contain information that can be construed as proposal information will not be counted as part of the page

limitations.

Tables, charts, graphs, plans, figures, diagrams and schematics shall be used wherever practicable to depict organizations, systems, layout, and implementation schedules. These displays shall contain font sizes no smaller than non-compressed 10 point, be uncomplicated, legible, and appropriate for the subject matter.

Foldout pages may only be used for large tables, charts, graphs, plans, figures, diagrams and schematics, not for pages of text. Foldouts shall be counted as two pages against the page limitations, shall be printed on one side only, shall not exceed 11 x 17-inches with at least one-inch margins on all sides, and shall fold entirely within the volume.

**Final Revisions:** If final proposal revisions are requested, separate page limitations, if applicable, will be specified in the Government's request for that submission.

**Excess Pages:** Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

Volumes shall be separately bound or combined in 3-ring binder(s) that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, solicitation number and the Offeror's name and point of contact information. The same identifying data should be placed on the spine of each binder (except for point of contact information). Information should not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations or with lower case Roman numerals for contents not subject to page limitations (e.g., title pages, tables of contents, and acronym lists). No less than 10 point font shall be used for figures and tables. Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limitations. Mark one complete proposal "Original" for retention by the Contracting Officer. All copies of each volume shall contain identical information and formatting.

Each Offeror is required to submit its proposal in two formats, one conventional hard copy bound format in the quantities specified above, and one in an electronic format. The electronic submission must be compatible with the software and hardware specification described below. Electronic media must be labeled or tagged with the RFP Number, Company Name, Date Prepared, an indication of the files or range of files contained on the disk marked and in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

Electronic copies of the proposal shall be prepared and submitted in Microsoft

Office® 2003 or 2007 applications (Word and Excel). Further, the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a scanned Microsoft Word or Adobe PDF file. To the extent of any inconsistency between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data. For electronic submissions, each volume of the proposal should be submitted as a separate electronic file.

Be sure to apply all appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

### **L.10.3 COMBINATION OF LOWEST PRICED, TECHNICALLY ACCEPTABLE AND TRADE-OFF OF OTHER NON-PRICE RELATED FACTORS AND PRICE PROPOSAL INSTRUCTIONS**

This procurement shall be conducted utilizing a combination of technically acceptable baseline requirements and a tradeoff of past performance and price. The Government seeks to select an Offeror whose proposal represents the best value after evaluation. The Government's requirements listed under Technical Acceptability are stated as baseline requirements (minimum government needs). Past performance and price will serve as the discriminators among offers.

Technical acceptability, past performance and price are discussed in detail below.

#### **A. Technical Acceptability (Volume I)**

The proposal shall demonstrate that the offered items/services meet the baseline requirement. The Government's baseline requirement is made up of the following areas:

The paragraphs below are proposal instructions. The Offeror shall describe or provide the following:

##### **Technical Approach**

- The offeror shall provide a Technical Approach which discusses how you plan to accomplish the work in the sample task order (Attachment L-2) from a technical and schedule standpoint. Provide a work breakdown structure showing the content of the elements of the work to be performed and the resources needed to accomplish each element. A narrative of resources should be identified in sufficient detail to permit an assessment of the adequacy of the types and amounts of manpower skills proposed, and any other services applicable to the proposed method of implementation.
- The Offeror's response shall include the content required with the proposal as defined in DRD 5, "SP 800-53 and 508 Technical Standards".
- The Offeror shall provide information in response to the sample task order (Attachment L-2). A format for the submittal of the Offeror's



proposed pricing requirement is included in L.10.5 PRICE PROPOSAL (VOLUME III). Note that the technical approach for the sample task order is only for a duration of one year but the sample pricing as described in attachment L-3, Sample Pricing, will be evaluated for a five year duration and the rates shall correspond to the rates proposed in section B.3. The sample task order is for proposal purposes.

**B. Past Performance (Volume II)**

(1) Provide information from organizations and companies from which your company has previously performed work, in order for the Government to obtain appraisals of past performance. Offerors shall each provide information on five past contracts (subject to the page limitation constraints). References with Government contracts are preferred, but not required.

(2) Offerors shall consider both the relevancy, recency and magnitude of the effort(s) as they relate specifically to this requirement. Offerors are advised that the Government's evaluation of submitted contracts for past performance will include an evaluation of how recently performance has occurred. Only contracts with performance within 3 years from date of the solicitation will be considered recent. Offerors with no past performance experience shall so state.

(3) The following information shall be provided:

- Contract number
- Contract value
- Employing Agency/Company Name
- Point of Contact (including address, telephone and fax numbers, and e-mail addresses)
- If a Government Agency, include both the Contracting Officer and Contracting Officer's Technical Representative points of contact
- Contract Description
- Place of Performance
- Period of Performance
- Contract Type
- Status of Contract (current, terminated (if so, why), successfully completed (include completion date))
- A discussion of the relevant contract technical requirements, integration successes, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution, and overall performance

(4) In addition to the information above, Offerors shall each submit the Past Performance Questionnaire, Attachment L-2, to each of the five references. The Offeror is responsible for ensuring that each of its references returns the two copies of each questionnaire directly to the Contracting Officer in a sealed envelope, by fax, or e-mail to the contact identified in section L.6, Proposal Marking Instructions.

(5) You may include up to one page of introductory material about the

experience and performance of your company You may submit additional reference information on experience and past performance for consideration. This shall be subject to the page limitation constraints.

(6) Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. For all work performed during the past three years, Offerors shall provide the following:

- Ratio of successful to unsuccessful challenges over the past three years. Please provide a clear explanation as to the key factors contributing to the ratio results..
- Three examples of successful challenges and varying degrees of difficulty (i.e., challenges that ended with an award). Include explanation of what key factors contributed to the success of these challenges.
- Three examples of unsuccessful challenges, reasons why the challenge was unsuccessful, and how the customer responded (i.e., challenges that did not end in a reward and/or terminated early or re-scoped).

### **C. Price Proposal (Volume III)**

See Provision L.10.5 for instructions.

## **L.10.4 MODEL CONTRACT (VOLUME IV)**

### **A. Instructions for Preparation of the Model Contract**

Offerors shall also submit the model contract per the instructions below with their proposal.

| <b>Contract Section</b> | <b>Areas of Model Contract Offerors are Required to Complete</b> |
|-------------------------|--|
| Section A               | Complete, sign, and date the SF 33                               |
| Section B               | B.3– Fill in rates table for developing delivery orders          |
| Section C               | None   |
| Section D               | None   |
| Section E               | None   |
| Section F               | None   |
| Section G               | None   |
| Section H               | None   |
| Section I               | None   |
| Section J               | None   |
| Section K               | Fill in the appropriate representatives and certifications       |

### L.10.5 PRICE PROPOSAL (VOLUME III)

Offerors shall complete attachment L-3, Sample Pricing. The L-3 attachment is for proposal purposes only. Directions for the template are provided below.

Directions:

1. Offerors shall fill-in the corresponding B.3 rates in cells C4 through C16. These cells have been shaded gray. ***The rate for the individual challenge shall include all costs associated with performing all aspects of the Statement of Work for each challenge with the exception of training and reports.***
2. Offerors shall fill-in the specified calculations in cells D4 through D17.

**Attachment L-1 Past Performance Questionnaire**

Complete one set of letters and forms for each Past Performance reference. Additional space or blank sheets may be added to answer any question.

|  |
|--|
| Transmittal Letter to Accompany Present/Past Performance Questionnaire |
|--|

FROM:

SUBJECT: Present/Past Performance Questionnaire for Contract(s):

We are currently responding to NASA Johnson Space Center's (JSC's) Request for Proposal (RFP). This RFP requires Offerors to identify customers and solicit their response regarding our performance.

We are providing present and past performance data to NASA JSC relating to our performance on contract \_\_\_\_\_ (contract name/number). The RFP instructs that we provide our customers with the attached questionnaire and requests that you provide requested data and submit it by \_\_\_\_\_ directly to:

OISP EXTERNAL CROWDSOURCING  
Attn: BH4/P. Lamar Mueller  
NASA Johnson Space Center  
2101 NASA Parkway  
Houston, TX 77058  
Perry.l.mueller@nasa.gov

You are also encouraged to email the questionnaire(s).

The information contained in the completed Past Performance Questionnaire is considered sensitive and cannot be released to us, the Offeror. If you have any questions about the acquisition or the attached questionnaire, your questions must be directed back to the JSC point of contact identified above. Thank you for your timely assistance.

Sincerely,

(Company Official)

Offeror Identification

Please provide the following information:

1. Contractor Information

Company:

Division:

Mailing Address:

2. Contract Number:

3. Contract Type:

4. Product/Service Description:

5. Contract Award Date:

6. Period of Performance (basic and any options):

7. During this contract period of performance, this firm was the:

- ☐ Prime Contractor
- ☐ Significant Subcontractor
- ☐ Team Member
- ☐ Other (please describe): \_\_\_\_\_

What percentage of the Total Contract Value for this contract did the firm perform and what is the Total Contract Value?

Percentage of work performed by contractor \_\_\_\_\_

Total contract value \_\_\_\_\_

8. Does a corporate or ownership relationship exist between the contractor being evaluated and your organization?

- ☐ No
- ☐ Yes – If yes, please describe the relationship: \_\_\_\_\_

9. Unusual contract features or conditions:

Past Performance Evaluation

Based on your knowledge of the contract identified above, please provide your assessment of how well the contractor performed on each of the following questions. It is very important to keep in mind that only performance in the past 3 years is relevant.

Please rate the contractor as described below in the following technical, schedule, cost, and general areas. Please give a short narrative as to why you chose the adjective you did, especially for those answers that are other than “satisfactory.”

Excellent (E) – Of exceptional merit, exemplary performance in a timely, efficient and economical manner, very minor (if any) deficiencies with no adverse effect on overall performance.

Very Good (VG) – Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part, only minor deficiencies.

Good (G) – Effective performance, fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.

Satisfactory (S) – Meets or slightly exceeds minimum acceptable standards, adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.

Poor/Unsatisfactory (P) – Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

Not Applicable – Contractor not required to provide the service or product indicated.

TECHNICAL PERFORMANCE

1. Overall performance in planning and controlling the program:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

2. Overall quality of technical services and support:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

3. Insight in understanding customer requirements and priorities:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

4. Initiative in identifying and resolving unforeseen technical and schedule problems (causes, impacts, and resolutions):

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

5. Contractor's ability to correct performance deficiencies:

- ☐ Excellent
- ☐ Very Good

- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

6. Ability to use metrics and other tools to accurately measure and track program:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

7. Record in demonstrating a thorough understanding of the nature of the work required and the disciplines required to accomplish them:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

8. Record in identifying and mitigating risks:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

9. Effectiveness of technical training program:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable



Comments: \_\_\_\_\_

10. Other particular strong/weak points of contractor's technical performance.

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SCHEDULE PERFORMANCE

1. Ability to provide a qualified workforce to fulfill schedule requirements:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

2. Content, accuracy, and timeliness of technical reports:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

3. Adherence to task schedules:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

4. Record in completing technical tasks/milestones, deliverables within established schedules:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

CONTRACT MANAGEMENT

1. Contract Value:

|                            | Initial Value | Current/Final Value |
|----------------------------|---------------|---------------------|
| Estimated Cost<br>\$ _____ | \$ _____      |                     |
| Fee/Fee<br>\$ _____        | \$ _____      |                     |
| Total Value                | \$ _____      | \$ _____            |

Briefly describe any change(s) from original contract value:

---



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2. Rate the degree of monitoring/guidance required in contract administration:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

3. Contract change order management (discuss contractor commitment to negotiate and implement contract changes in a timely manner):

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

4. If an award/incentive fee type contract, percent of available fee earned? \_\_\_\_\_%

5. Has the contract been partially or completely terminated for default or convenience?

- ☐ No
- ☐ Yes – If yes, please explain the reason for termination (i.e., inability to meet

cost or delivery schedules, performance, etc:

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6. Rate the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction?

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

7. Rate the contractor's record in reacting quickly and adjusting staffing levels and make-up to meet changing requirements:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

8. Performance in managing problems and implementing corrective actions:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

9. Record in managing multiple and diverse projects/tasks from planning through execution phases:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

10. Record in managing complex projects at multiple, geographically dispersed sites:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

11. Overall effectiveness in communications, including lines of authority and reporting relationships

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

**GENERAL**

1. Approximately how many people were/are employed under this contract?

\_\_\_\_\_

2. Rate the contractor's record in identifying key positions, filling these positions with individuals with required skills, and providing back-ups:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

3. What has been the key personnel turnover rate for this contract?

\_\_\_\_\_

4. Rate the contractor's record in recruiting, maintaining, and managing a workforce with the required skill mix:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

5. Rate the contractor's compliance with export control requirements:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

6. Rate the contractor's record in complying with safety, health, and environmental procedures/requirements:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

7. Record in establishing and maintaining an effective quality assurance program and meeting quality improvement requirements:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Satisfactory
- ☐ Unsatisfactory/Poor
- ☐ Not Applicable

Comments: \_\_\_\_\_

8. Would you select this contractor again?

☐ No

☐ Yes

Comments:

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9. In what areas below do you feel the contractor is strong?

- ☐ Program/Project Management
- ☐ Risk Identification and Mitigation
- ☐ Attracting and Retaining Qualified Personnel
- ☐ Communication

- ☐ Technical Performance
- ☐ Technical Innovation
- ☐ Small Business Utilization
- ☐ Safety and Environmental Performance
- ☐ Cost Performance
- ☐ Response to Change

10. In what areas below do you feel the contractor is weak?

- ☐ Program/Project Management
- ☐ Risk Identification and Mitigation
- ☐ Attracting and Retaining Qualified Personnel
- ☐ Communication
- ☐ Technical Performance
- ☐ Technical Innovation
- ☐ Small Business Utilization
- ☐ Safety and Environmental Performance
- ☐ Cost Performance
- ☐ Response to Change

RESPONDENT INFORMATION

1. Name of evaluator:

---

2. Position title:

---

3. Agency/Company

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

4. Your role in the program/contract:

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5. Length of involvement in this program/contract: \_\_\_\_\_

6. Date questionnaire completed: \_\_\_\_\_

## **Attachment L-2 Sample Task Order**

### **1. Task Order Title**

Open Innovation External Crowdsourcing Services

### **2. Period of Performance**

July 15, 2011 – June 14, 2012

### **3. Background**

NASA requires an External Crowdsourcing support platform which provides the capability to publically post challenges (external to NASA) and enables interaction with an established global solver network. Specifically, NASA is searching for a challenge based methodology and platform to assist with identifying solutions to challenges facing human spaceflight.

### **4. Task Description**

- a. The contractor shall perform all requirements of the SOW in Section C of the contract.
- b. The contractor shall perform 30 external challenges in accordance with all the requirements established in the SOW.



**Attachment L-3 Sample Pricing**

See attached Excel document.

## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 PROVISIONS INCORPORATED BY REFERENCE**

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(End of Provision)

### **M.2 AWARD WITHOUT DISCUSSIONS**

As provided for in FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions,” the Government intends to evaluate proposals and award a contract without discussions with Offerors (except for clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms. The Government reserves the right to conduct discussion if the Contract Officer later determines them to be necessary.

(End of Provision)

### **M. 3 SOLICITATION REQUIREMENTS, TERMS, AND CONDITIONS**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as areas, factors, and sub-factors to be eligible for award. Failure to comply with solicitation requirements may result in an Offeror being removed from consideration for award. Any exceptions to solicitation requirements must be fully explained or justified.

(End of Provision)

### **M.4 PROPOSAL EVALUATION**

This section provides a detailed description of how proposals will be evaluated. It is organized as follows:

| Paragraph | Paragraph Title  |
|-----------|--|
| M.4.1     | Introduction   |
| M.4.2     | Proposal Arrangement, Page Limitations, Copies, and Due Dates  |
| M.4.3     | Combination of Lowest Priced, Technically Acceptable and Trade-off of Other Non-cost Related Factors and Cost or Price Evaluation Criteria |
| M.4.4     | Model Contract   |

#### **M.4.1 INTRODUCTION**

This acquisition is being conducted as competitive. Proposal evaluations will be conducted in accordance with FAR 15.3, "Source Selection," and NASA FAR

Supplement (NFS) 1815.3, same subject. The Offeror's proposal will be evaluated by a Streamlined Procurement Team (SLPT) in accordance with applicable regulations which include the FAR and the NASA FAR Supplement.

The Offeror's proposal will be evaluated for a demonstration of the Offeror's competence and capability to successfully complete the requirements specified in the Open Innovation Support Services External Crowdsourcing Statement of Work. Generally, the proposal shall:

- (a) Demonstrate understanding of the overall and specific requirements of the proposed contract;
- (b) Convey the company's capabilities for transforming understanding into accomplishment;
- (c) Provide in detail, the plans and methods for so doing; and
- (d) Provide, as requested below, the price associated with so doing.

For a more complete understanding of this part of Section M, refer to Section L. The evaluation criteria in this part of Section M are directly related to the instructions set forth in Section L.

#### **M.4.2 PROPOSAL ARRANGEMENT, PAGE LIMITATIONS, COPIES, AND DUE DATES**

Offerors shall submit their proposals within the page limitations and arranged as set forth in Section L.11 of this RFP. Late proposals will not be accepted. Pages above the page limits will not be evaluated and will be returned to the Offeror. To the extent of any inconsistency between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data.

#### **M.4.3 COMBINATION OF LOWEST PRICED, TECHNICALLY ACCEPTABLE AND TRADE-OFF OF OTHER NON-PRICE RELATED FACTORS AND PRICE EVALUATION CRITERIA**

An initial review of proposals will be conducted to determine acceptability of the proposals in accordance with NFS 1815.305-70, "Identification of Unacceptable Proposals". All unacceptable proposals will be eliminated from further evaluation. Then all remaining proposals will be evaluated against the Technical Acceptability requirements. All Technically Acceptable and Potentially Acceptable Offerors will be evaluated against past performance and price. The Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all Offerors in the competitive range (if warranted), afford each Offeror within the competitive range an opportunity to revise its offer, and then make selection. Therefore, the Offeror's initial proposal should contain the Offeror's best terms.

The SLPT will carry out the evaluation activities and report to the Source Selection Authority (SSA), who is responsible for making the source selection decision. Acceptable offers will be evaluated utilizing the evaluation criteria set forth below.

The Government will award a contract resulting from this solicitation to the Offeror whose proposal represents the best value after evaluation. The lowest price proposal may not necessarily receive the award; likewise, the highest rated past performance proposal may not necessarily receive the award. Rather, the Government will award to the Offeror whose proposal offers the best overall value to the Government that meets all solicitation requirements and is determined responsible in accordance with FAR 9.104.

This procurement shall be conducted utilizing a combination of Technically Acceptable baseline requirements and a tradeoff of past performance and price.

#### **A. Technical Acceptability**

The baseline shall be evaluated for an adequate response to the provision L.10.3.A "Technical Acceptability." Technical acceptability will be rated as either "Acceptable", "Potentially Acceptable", or "Unacceptable." ALL Technical Acceptability criteria must be passed to be considered technically acceptable. A proposal is rated "Potentially Acceptable" when after the initial evaluation, the evaluator anticipates additional information that could be provided by an Offeror during discussions that would result in a proposal rating of acceptable. The Offeror will need to revise or further explain its proposal. If, upon review of the new or revised information, the proposal does not meet the government's requirements, an "Unacceptable" rating may be warranted. Although an Offeror may receive a rating of "Potentially Acceptable," it does not guarantee that discussions will be held or that the Offeror will automatically be included in the competitive range if discussions are held.

The Offerors proposal will be evaluated on its ability to meet the baseline requirements set forth in Section L of this solicitation. This evaluation will be based on the following:

##### **1. Technical Approach**

- The proposed Technical Approach will be evaluated for completeness, feasibility, and reasonableness. A Technically Acceptable Technical Approach will be at a level of completeness, feasibility and reasonableness where associated risks do not jeopardize an acceptable level of contract performance.

#### **B. Past Performance**

Past Performance indicates how well an Offeror performed on earlier work and can be a significant indicator of how well it can be expected to perform the work at hand. The Offeror's past performance (contract performance and quality performance), including recent experience, will be evaluated by the Streamlined

Procurement Team. The Government will use past performance information from proposal data required by provisions of Section L, information obtained by the SLPT team based on communications with listed references, as well as data independently obtained from other government and commercial sources, such as the NASA Past Performance Database and similar systems of other governmental departments and agencies, Defense Contract Management Agency (DCMA) channels, interviews with client program managers and contracting officers, and other sources known to the Government, including commercial sources. Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. The Government will consider the number and severity of problems, the effectiveness of corrective actions taken and the overall record of past performance. It shall also consider the Offeror's record for adherence to contract schedules, cost control, and history of commitment to customer satisfaction.

The past performance evaluation will assess the degree of confidence the government has in the Offeror's ability to fulfill the solicitation requirements while meeting schedule, budget, and performance quality constraints. The past performance evaluation considers each Offeror's demonstrated record of performance in supplying the requirements of this solicitation that meet the user's needs. The Offeror's past performance record will be examined for recent and relevant past performance to determine its ability to perform the required work.

Recency: Contracts with more recent performance (1-3 years from date of the solicitation) will be considered to be more relevant than those with more distant performance (more than 3 years from date of the solicitation), assuming all other considerations to be equal. If the contract is still ongoing, it must have a documented performance history. The Government will not consider performance on a newly awarded contract that has no documented performance history (in other words, projects that are less than six months under contract or less than 50% complete).

Relevancy: For purposes of this procurement, relevancy will be assessed using the following definitions:

|                   |  |
|-------------------|--|
| Very Relevant     | Present/past performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.         |
| Relevant          | Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.                  |
| Somewhat Relevant | Present/past performance contractual effort involved some of the magnitude of effort and complexities than this solicitation requires. |
| Not Relevant      | Present/past performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.            |

Past Performance Confidence Rating. A performance confidence rating will be assessed at the overall factor level for Past Performance after evaluating aspects of the Offeror's recent and relevant past performance.

Offeror Performance Confidence Assessment Ratings will be assigned as follows:

**Very High Level of Confidence:** The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

**High Level of Confidence:** The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

**Moderate Level of Confidence:** The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

**Low Level of Confidence:** The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

**Very Low Level of Confidence:** The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

**Neutral:** In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

More recent and more relevant performance will receive greater consideration in

the performance confidence assessment than less recent and less relevant performance. Relevancy will be based on the size, scope and complexity of the projects being evaluated for past performance. Contracts that exhibit all specific trades/type of work will be considered more relevant than contracts limited to specific trades only.

Specific types and scopes of work that will be evaluated as relevant may be listed

### **C. Price**

To ensure that the final agreed-to prices are fair and reasonable, the Government will perform a price analysis, per FAR 15.404-1(b), on all proposals otherwise determined to be technically acceptable.

In accordance with FAR 52-215-1 (f)(8), Unbalanced Pricing, the proposed fully burdened fixed-price rates in Section B will be treated as line item prices and be analyzed to ensure that proposed line item prices are balanced. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

**Price for Selection Purposes** – The results of the Government's price evaluation, including the risk assessment with respect to unbalanced pricing, will be presented to the SSA for consideration in making the source selection. The total evaluated price will be the total of the offeror's proposed price in attachment L-3, Sample Pricing. The Offeror shall match the proposed prices in the sample task order to section B.3.

### **D. Tradeoff Process**

1. If all offers are of approximately equal merit, award will be made to the Offeror with the lowest price.
2. The Government will consider awarding to an Offeror with higher merit if the difference in price is commensurate with added value.
3. The Government will consider making award to an Offeror whose offer has lower merit if the price differential between it and other offers warrant doing so.
4. For those Offerors who are determined to be technically acceptable, tradeoffs will be made between Past Performance and price. Past Performance is significantly more important than price.

#### **M.4.4 MODEL CONTRACT**

The model contract will be evaluated to ensure that it was properly signed by a person authorized to commit the Offeror, to ensure full completion of all fill-ins, and to establish that the model contract fully and accurately captures content set forth in the Offeror's proposal.

(End of Provision)

(END OF SECTION)